

216137

DEPT. OF TRANSPORTATION  
001-03

03 JAN 28 PM 1:08

**BEFORE THE  
UNITED STATES DEPARTMENT OF TRANSPORTATION  
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION**

---

**IN THE MATTER OF:**

**TR LOGISTICS, LLC**

**Respondent.**

---

**Docket no. FMCSA-2001-10528- 3  
MI-01-075-US0494  
(Midwestern Service Center)**

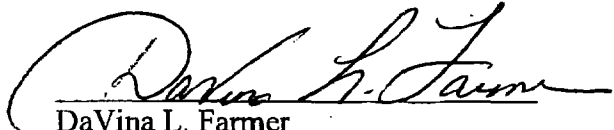
**MOTION TO DISMISS**

NOW COMES the Field Administrator for the United States Department of Transportation, Federal Motor Carrier Safety Administration, by and through the undersigned, and respectfully states:

1. A Petition for Reconsideration, filed by TR Logistics, LLC and dated August 21, 2001, is currently pending before the Chief Safety Officer.
2. Subsequent to the filing of the above referenced petition, the parties reached a settlement of the above matter, and a formal Settlement Agreement was executed on September 14, 2001. See Exhibit A, Settlement Agreement, dated September 14, 2001.
3. The execution of the Settlement Agreement resolves all disputes regarding case number FMCSA-2001-9459, and eliminates the necessity for further proceedings.

WHEREFORE, the Field Administrator respectfully requests that the Chief Safety Officer dismiss the above captioned matter.

Respectfully Submitted,

A handwritten signature in black ink, appearing to read "DaVina L. Farmer", is written over a horizontal line.

DaVina L. Farmer  
Assistant Enforcement Counsel  
Federal Motor Carrier Safety Administration  
Midwestern Service Center  
19900 Governors Drive, Suite 210  
Olympia Fields, IL 60461  
708-283-3568

BEFORE THE  
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION

In the Matter of

TR Logistics LLC  
515 Tenth Street  
Detroit, MI 48216

)  
)  
)  
)  
)  
)

Case No. MI-01-075-US0494

SETTLEMENT AGREEMENT

The parties to this agreement are:

TR Logistics LLC (hereinafter called the RESPONDENT), a motor carrier of property by motor vehicle in interstate commerce

and

The FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION of the Department of Transportation (hereinafter called the FMCSA).

The parties agree as follows:

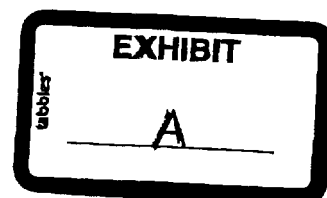
1. The FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION has a claim for \$50,660.00 against the RESPONDENT for the following violations:

**Forty-seven (47) violations of 49 CFR § 395.8(e) - False reports of records of duty status.**

**Eight (8) violations of 49 CFR § 395.8(e) / 395.3(a)(1) - False reports of records of duty status to conceal that the driver drove more than 10 hours since his last 8 consecutive hours off duty.**

**Three (3) violations of 49 CFR § 395.8(e) / 395.3(b)(2) - False reports of records of duty status to conceal that the driver drove after having been on duty for 70 hours in 8 consecutive days.**

This claim letter was served on or about July 19, 2001.



2. Pursuant to the Federal Claims Collection Act of 1966, 31 U.S.C. § 37, Subchapter II, and the regulations of the FMCSA in 49 C.F.R. § 386, the parties desire to settle the claim. This agreement for settlement of the claim is made pursuant to 49 CFR § 386.16(c).
3. In consideration of the settlement of the claim, the RESPONDENT agrees to pay the FMCSA, and the FMCSA agrees to accept as full settlement, the negotiated amount of **\$50,660.00**, in ten consecutive monthly installment payments. The RESPONDENT will pay all payments by certified or cashier's check made payable to the Federal Motor Carrier Safety Administration. To expedite processing and ensure proper credit, checks should be annotated with the FMCSA Case Number. Payments are to be mailed to:

✱ Federal Motor Carrier Safety Administration  
Midwest Service Center  
19900 Governors Drive, Suite 210  
Olympia Fields, IL 60461-1021

**Alternatively, RESPONDENT may pay electronically through the Department of Transportation's Do-It-Yourself website at <http://diy.dot.gov> by selecting "Federal Motor Carrier Safety Administration," then "FMCSA Fine Payments."**

4. The first payment of **\$5066.00** is due no later than **October 20, 2001**. The second payment of **\$5066.00** is due no later than **November 20, 2001**. The third payment of **\$5066.00** is due no later than **December 20, 2001**. The fourth payment of **\$5066.00** is due no later than **January 20, 2002**. The fifth payment of **\$5066.00** is due no later than **February 20, 2002**. The sixth payment of **\$5066.00** is due no later than **March 20, 2002**. The seventh payment of **\$5066.00** is due no later than **April 20, 2002**. The eighth payment of **\$5066.00** is due no later than **May 20, 2002**. The ninth payment of **\$5066.00** is due no later than **June 20, 2002**. The tenth and final payment of **\$5066.00** is due no later than **July 20, 2002**.
5. Failure to pay in accordance with the terms of this agreement, which has been adopted as a Final Order, will result in the loss of any reductions in penalties for claims found to be valid, and the original amount claimed will be due immediately. **For example, if any payment is not received by the due date, the payment plan set out above will be void and the FMCSA will take steps to immediately collect the entire remaining original debt. In addition, interest, penalties and administrative charges will be assessed on the total amount of the debt remaining at the maximum allowable rate and in accordance with FMCSA procedures. If the entire amount is not paid within 90 days of the missed due date, RESPONDENT will be prohibited from operating in interstate commerce and RESPONDENT's registration will be suspended or revoked, in accordance with 49 C.F.R. §§ 386.83 and 386.84.**
6. This settlement agreement is to be executed by the RESPONDENT and returned to the FMCSA. This settlement agreement is not binding upon the FMCSA until executed by the Enforcement Program Manager. Prior to the execution of this agreement by the

Enforcement Program Manager, this agreement is an offer in compromise by the RESPONDENT and may not be withdrawn for a period of thirty (30) days after it is executed by the RESPONDENT.

7. The RESPONDENT acknowledges that it has received adequate notice of the FMCSA's claim and waives any and all rights it may have to further notice or to further details of the allegations that gave rise to the claim.
8. Should any provision of this Settlement Agreement be held invalid or illegal, such illegality shall not invalidate the whole Settlement Agreement, but, rather, the Settlement Agreement shall be construed as if it did not contain the invalid or illegal part, and the rights and obligations of the Parties shall be construed and enforced accordingly.

TR Logistics LLC  
TAX ID # 381267939

BY: 

Ed Quillen, Director of Safety

Date: 9/13/2001

**\*\*RETURN THE SIGNED AGREEMENT TO: MOTOR CARRIER  
DOCKET CLERK, FEDERAL MOTOR CARRIER SAFETY  
ADMINISTRATION, MIDWESTERN SERVICE CENTER, 19900  
GOVERNORS DRIVE, SUITE 210, OLYMPIA FIELDS, IL, 60461-1021.\*\***

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION  
MIDWESTERN SERVICE CENTER

BY: 

GREG ROLING  
ENFORCEMENT PROGRAM MANAGER

Date: SEP 14 2001

**CERTIFICATE OF SERVICE**

This is to certify that on this 28th day of January 2003, the undersigned mailed or delivered as specified, the designated number of copies of the forgoing documents to the persons listed below.

Edward J. Quillen, Director of Risk Management  
TR Logistics, LLC.  
515 10<sup>th</sup> Street  
Detroit, Michigan 48216

One Copy  
U.S. Mail

Greg Roling  
Enforcement Program Manager  
Federal Motor Carrier Safety Administration  
Midwestern Service Center  
19900 Governors Drive  
Olympia Fields, IL 60461

One Copy  
Personal Delivery

U.S. DOT Dockets  
U.S. Department of Transportation  
Room PL-401  
400 Seventh Street, SW  
Washington, D.C. 20590  
202-493-2251

Original & One Copy  
U.S. Mail & Facsimile

1/28/2003

  
\_\_\_\_\_